

**After Recording, Return To:**  
NorthWestern Energy  
Land & Permitting Department  
11 East Park Street  
Butte, MT 59701

### **UNDERGROUND ELECTRIC EASEMENT**

**STATE OF MONTANA, MONTANA STATE UNIVERSITY**, of Bozeman, MT 59717 ("Grantor"), in consideration of \$1.00 and fair value (benefit to the Grantor may be taken into account when determining fair value), in hand paid, the receipt of which is acknowledged, does grant and convey to **NORTHWESTERN CORPORATION, a Delaware corporation, d/b/a NORTHWESTERN ENERGY**, of 11 East Park, Butte, MT 59701, ("Grantee"), and to its successors, assigns and apportionees, an easement (the "Easement") ten (10) feet in width, upon which to construct, operate, maintain, replace, upgrade, and remove an underground electric powerline, communications system, and necessary appurtenances, over, under, along and across that certain real property located in Gallatin County, Montana, and particularly described as follows:

Area C of Certificate of Survey No. 2821, being situated in Section 15, Township 2 South, Range 6 East, P.M.M., Gallatin County, Montana, according to the official survey thereof, on file and of record in the office of the County Clerk and Recorder, Gallatin County, Montana.

For an illustration of the approximate location of the easement area, see Exhibit "A" attached hereto and by this reference made a part hereof.

**TOGETHER** with reasonable right of access to and from the easement area over lands of the Grantor using existing roads and trails where practicable; the right to use and keep the easement area free and clear of any and all obstructions or structures, except fences; and the right to clear and remove all timber, brush, or vegetation outside of the easement area that may in the Grantee's sole opinion, endanger the powerline, communications system, or necessary appurtenances. The Grantee may temporarily use an additional workspace as needed adjacent to the easement during construction.

**GRANTOR** may relocate the Easement if in the opinion of Grantor it unreasonably interferes with the present or future use by Grantor of Grantor's land. Grantor shall provide to Grantee a substitute easement area as reasonably suited to Grantee's needs. Relocation shall be at Grantor's sole cost and expense. Grantee will then draft for Grantor's review and signature, the necessary easement modification agreements(s) to facilitate such relocation.

**GRANTOR** may terminate this Easement and all of the rights granted herein at any time. Any and all interest in Grantor's land conveyed in this Easement shall automatically revert to Grantor or its assigns and successors. On demand by Grantor, Grantee shall remove any and all improvements it installed in, on, under or above the easement area at Grantor's sole cost and expense. Grantee will then draft for Grantor's review and signature, the necessary easement modification agreement(s) and release of the Easement.

**GRANTOR** covenants with the Grantee that the Grantor is lawfully seized and possessed of the real estate above-described, and that the Grantor has a good and lawful right to convey it, or any part thereof.



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EXHIBIT "A"

Attachment to Underground Electric Easement dated \_\_\_\_\_, by and between, State of Montana, Montana State University, as Grantor, to NorthWestern Corporation, a Delaware corporation, d/b/a NorthWestern Energy, as Grantee.

